

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

ADJUSTACAM LLC,

Plaintiff,

v.

Case No. 6:10-cv-00329-LED

AMAZON.COM, INC., et al.

Defendants.

DECLARATION OF RUSSELL A. OLSON

I, Russell A. Olson, hereby declare and state as follows:

1. I am an adult resident of Weston, Florida. I am above the age of eighteen years; I am competent to give this statement and do so based upon my personal knowledge.
2. I give this Declaration in support of Defendants' Motion to Dismiss in the above-captioned matter and for any other purpose allowed by law.
3. I am currently the Chief Financial Officer and Treasurer of Intcomex and Treasurer of Software Brokers. I am familiar with the operation, management, and corporate structure of Intcomex, Klip Xtreme and Software Brokers.
4. Intcomex is a Delaware corporation with its principal place of business currently located in Miami, Florida. Klip Xtreme and Software Brokers are Florida corporations with their principal places of business currently located in Miami, Florida. All of these companies distribute information technology products mainly in Latin America and the Caribbean.
5. Intcomex, Klip Xtreme and Software Brokers are not qualified or registered to do business in Texas, they have no place of business in Texas, they do not have a registered agent

for service of process in Texas, they do not own any real or personal property therein, and they do not maintain a Texas telephone listing, bank account or mailing address. Intcomex, Klip Xtreme and Software Brokers do not intentionally advertise to or solicit Texas customers.

6. Klip Xtreme and Software Brokers are not parties to any contract with Texas residents or resident corporations. For example, none of their vendors, purveyors, suppliers or sales representatives are located in Texas, nor are they aware of any customers that are currently Texas residents.

7. Intcomex has entered into a Distributor Agreement with Dell World Trade L.P., which is located in Round Rock, Texas. The Distributor Agreement allows Intcomex to purchase products and services from Dell and sell them in Central America, the Caribbean, Venezuela, Guyana, Suriname and French Guiana, excluding Cuba. The Distributor Agreement does not allow Intcomex to sell products in Texas and Intcomex has not sold any of these products in Texas. Further, the Distributor Agreement does not cover or relate in any way to the alleged infringing products. To date, Intcomex's sales under this Distributor Agreement amount to approximately 0.5% of its total sales.

8. Intcomex, Klip Xtreme and Software Brokers have made no sales to Texas residents. There are no Texas residents on Intcomex, Klip Xtreme and Software Brokers' mailing lists.

9. Intcomex, Klip Xtreme and Software Brokers have not sold the alleged infringing products to a Texas resident. Intcomex, Klip Xtreme and Software Brokers do not offer the alleged infringing product for sale online to Texas residents.

10. Klip Xtreme and Software Brokers do not conduct any, let alone, regular transactions with Texas residents.

11. Intcomex, Klip Xtreme and Software Brokers do not solicit business in Texas through a local office or agent nor do they send agents or sales representatives into Texas to solicit business.

12. Intcomex, Klip Xtreme and Software Brokers are located over 1,000 miles from this Court and it would be tremendously inconvenient for them to litigate in this forum. It would cause an enormous financial strain on these companies to litigate in Texas.

13. All of the key witnesses regarding Intcomex, Klip Xtreme and Software Brokers' alleged infringement and other sources of proof reside in Florida. All of Intcomex, Klip Xtreme and Software Brokers' records and accounts are in Florida. It would be extremely inconvenient for Intcomex, Klip Xtreme and Software Brokers' witnesses to travel to Texas.

14. Intcomex, Klip Xtreme and Software Brokers have no officers, directors or employees that reside in Texas.

15. Intcomex, Klip Xtreme and Software Brokers do not pay taxes to the State of Texas.

16. Intcomex, Klip Xtreme and Software Brokers do not advertise in national publications or specific publications targeted to Texas residents.

17. Software Brokers does not maintain a website and does not sell the alleged infringing product.

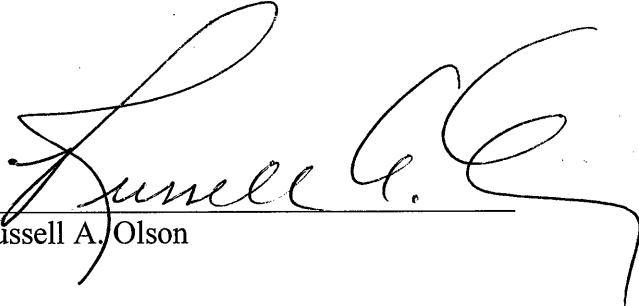
18. Klip Xtreme does not sell any goods or services on its website www.klipxtreme.com and does not give visitors the opportunity to enter into a contract with Klip Xtreme via the website. The website allows users to obtain information about its products and provides links to other websites where a customer can view and purchase its products.

19. Intcomex maintains an internet website at www.intcomex.com. It does not sell any goods or services on its website to United States residents. The website does not give United States residents the opportunity to enter into a contract with Intcomex. The website only allows United States residents to obtain information about Intcomex, its products and services and provides the user with the ability to request a catalogue. A customer within the United States cannot order or purchase products through Intcomex's website.

20. Intcomex, Klip Xtreme and Software Brokers were unaware of Plaintiff's patent prior to Plaintiff filing suit against them.

I declare under penalty of perjury that the foregoing testimony is true and accurate to the best of my knowledge, information, and belief.

Dated: October 6, 2010



Russell A. Olson